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ABSTRACT

As part of an effort to develop a multifaceted agenda for dealing with employment-related child care problems of workers, members of the New York City Chapter of the Coalition of Labor Union Women gathered all the available contract clauses on child care, laid out the categories of problems which often need to be addressed, assembled the known clauses, and where necessary, drafted sample clauses of their own. This material forms the basis of this pamphlet, which is divided into four sections. The first, "Starting the Process," suggests language appropriate for the establishment of a labor-management committee and the assessment of the needs of the workers covered by a collective bargaining agreement. The second, "Changing Personnel Practices," addresses personnel policy issues, such as flexible work schedules, pregnancy, child care and parental leave, mandatory overtime and related issues. The third, "Making Child Care Available," includes language for creating an information and referral service, establishing a child care center operated by one or more employers, and designing a subsidy program to help parents pay for child care. The fourth section, "Utilizing Everyone's Talents," very briefly suggests roles for retirees. (RH)

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BARGAINING FOR CHILD CARE

Contract Language for Union Parents

PS 015703

Written by
NYC CLUW
Child Care Committee

Published by
Coalition of Labor Union Women

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Contract Language for Union Parents

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INTRODUCTION

The profile of the American worker is changing. In 1940, 8.6% of mothers of children younger than 18 were employed. In 1983, one-half of mothers with children under 6 were in the work force. Between 1975 and 1985, the percentage of working mothers with children under 1 year old rose from 31% to 47%. It is estimated that between 2 million and 7 million children—"latchkey children"—take care of themselves while their parents work. Currently, 80% of women in the work force are of childbearing age, and an estimated 93% of them will become pregnant during their work careers.

Unlike virtually every other industrialized country and many developing countries, the United States has no national policy requiring a leave of absence for childbirth, preserving the job rights of a pregnant woman or providing any financial assistance or other support during childbirth and child-rearing.

With the change in the workforce and the lack of government support, more and more workers will have need for dependent care for their young children. The demand is expected to continue increasing in the next several years as more mothers with pre-school children enter the workforce. Through unions, working parents can effectively unite to seek the support they need. Unions have begun to address the issue. Additional effort is needed.

The New York City Chapter of the Coalition of Labor Union Women (CLUW) recognized the need, and established a committee to develop a multifaceted agenda for dealing with employment-related child care problems of workers. The best route for solving problems presented by the terms and conditions of employment is collective bargaining and the union contract, so we set out to gather all the available contract clauses on child care. The committee was startled to find how little has been negotiated to date and how little information on the subject is available. To help change this state of affairs, we have laid out the categories of problems which often need to be addressed, assembled the clauses we know about and drafted some sample language of our own.

All of the clauses are suggestions only. Needs and possibilities will vary according to circumstances. It may be necessary and even advisable to bargain incrementally, achieving a little more in each contract.

The pamphlet is divided into four sections:

Starting the Process suggests language appropriate for the establishment of a labor-management committee and assessment of the needs of the workers covered by a collective bargaining agreement.

Changing Personnel Practices addresses personnel policy issues, such as flexible work schedules, pregnancy, child care and parental leave, mandatory overtime and related issues.

Making Child Care Available includes language for creating an information and referral service, establishing a child care center operated by one or more employers, and designing a subsidy program to help parents pay for child care.

Utilizing Everyone's Talents discusses roles for retirees.

The clauses are not presented in rank order, according to cost or urgency or ease of accomplishment. The ideal collective bargaining agreement might contain several of these clauses. In many bargaining relationships, achieving even one might be difficult. Getting the union and employer to focus on the conflicting problems of work and family obligations by adopting any of this language is a step in the right direction.

We have concentrated on child care and closely related issues, but we recommend defining dependent care as broadly as possible not only to include dependent children of all ages but also dependent adults for whom a worker needs to provide care. Caring for dependent adults is becoming more of a problem for Americans in general and American workers in particular. As a result, workers past their child-rearing years may find themselves caring for an aging parent or handicapped spouse, and may have needs similar to those of working parents.

Many of us have found that we have to negotiate as vigorously with our co-workers as with our employer in order for the bargaining committee to understand the importance of these issues and to give them high priority on the bargaining agenda. This booklet is meant to lend support to both parts of the negotiating process.

To focus the union on the issue, it might be useful to form a child care committee made up of union members who are concerned about the issue. Another effective first step is a union meeting to which spouses and children are invited, at which family problems created by work issues can be discussed. It is critical to gain the understanding, sympathy and support of union members who are not currently parents.

An important first step at the bargaining table is negotiating the establishment of a labor/management committee on child care. This is not a "cost" item, and it permits representatives from labor and management who share a concern about child care issues to work together. Unions sometimes find a secret ally in the fight for child care on the management side of the table.

Bargaining for child care does not eliminate or even diminish the need for political action to assure sufficient public funding and appropriate regulation of child care facilities. Unless child care facilities exist in a community, employer-provided subsidies will assist only a small number of workers. If state building and health code regulations are lax, permitting substandard centers to exist, working parents will endure the added stress of constant concern for their children's welfare. As the availability of federal assistance and tax credits decreases, so does the availability of child care. No contract language will guarantee the availability of sufficient high quality placements for children requiring care while their parents work. Political action is needed as well.

The concerns of working family members do not lend themselves to a single or simple solution. A needs assessment will undoubtedly document the variety of child care arrangements available and the different constraints on families with dependents of different ages. We have attempted to include a wide array of options, and hope that each union will find some of these options appropriate for workers it represents.

ABOUT THE AUTHORS

The Coalition of Labor Union Women (CLUW) is a national organization, founded in 1974, to address more effectively the critical needs of unorganized working women and to make unions more responsive to the needs of all women, particularly minority women. Its four purposes are organizing unorganized women, advancing affirmative action in the workplace, promoting political action and legislation and increasing the participation of women within their unions.

The New York City Chapter of CLUW, one of the oldest and largest chapters in the country, has 650 members in 12 different national unions. In addition to publishing **Bargaining for Child Care**, the Chapter's Child Care Committee holds training programs for union leaders on child care issues, has published a leaflet for union members on eligibility for publicly funded child care and works with coalitions to promote sound child care legislation and regulation.

Child Care, Inc. (CCI), founded in 1969, is the child care resource and referral agency serving the five boroughs of New York City. CCI provides information and consultation to parents on locating quality affordable child care. CCI serves as staff coordinator to the New York City CLUW Child Care Committee.

Deborah Bell is Associate Director of Research and Negotiations for District Council 37 of the American Federation of State, County and Municipal Employees, AFL-CIO, in New York City. A member of CLUW, she is active in promoting issues of concern to working women, including child care and pay equity.

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Julia Fuentes, a communications technician for AT&T Communications, is New York Area Vice President of CWA Local 1150 and co-editor of CLUW-IN, the newsletter of the New York City Chapter of CLUW.

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In preparing the pamphlet, we have relied heavily on the following publications, which we commend to the reader:

Bargaining for Equality, by the Women's Labor Project of the National Lawyers Guild: 1981 (cited as Bargaining for Equality - U.S.)
Bargaining for Equality, by the National Union of Provincial Government Employees: 1982 (cited as Bargaining for Equality — Canada)
Parental Rights & Daycare, by the Ontario Federation of Labour: 1982 (cited as Parental Rights)
Employers and Child Care: Development of a New Employee Benefit, a Bureau of National Affairs (BNA) Special Report: 1984 (cited as Employers and Child Care).

Our own sample clauses are identified as CLUW Committee Drafts.

I. STARTING THE PROCESS

In this section, we have included clauses enumerating specific tasks that should be carried out to begin the process of labor and management working together to focus on the needs and problems of workers with dependents. We have drafted and reproduced clauses with very precise timetables and allocations of tasks and financial responsibility. Naturally, every item in each of these clauses can be fine-tuned to fit any collective bargaining relationship.

Important points to cover include:

- Who is to perform what tasks?
- When is each action to be concluded?
- How will the start-up costs be covered?
- What age groups are to be considered for services?
- What commitment of money is the employer willing to make at the outset?

The most effective end result of all the work is likely to be a variety of options, rather than a single service.

CLUW Committee Draft

The Union and the Employer, recognizing that working parents have special needs, agree to establish a Joint Labor-Management Committee, consisting of three management representatives and three Union representatives appointed by the Union's chief bargaining representative, to assess the needs of working parents in the bargaining unit and to develop alternative programs to meet the needs.

The Committee shall meet during working hours. All unit members shall receive their normal compensation for time spent on Committee work. The Employer shall bear all the costs of the Committee's work, including but not limited to compen-



sation for consultants, if needed, research expenses and lost time for all participants in the research effort.

The Committee shall first develop a questionnaire or other survey to determine the ages of children of employees, the hours during which child care is presently utilized and the additional hours during which it is needed, cost, location, type and quality of present child care arrangements, and preferences for alternatives, including adjustments in work schedules, leave provisions or other terms or conditions of employment. The Committee or its designee(s) will meet with groups of employees during normal working hours at Company expense to explain the questionnaire and assist in its completion.

In addition to compiling survey results, the Committee will research child care availability in the community, sources of additional clients for existing or potential new facilities or programs, sources of funding and the impact of child care problems on the employer's operations.

The Committee will present its findings with respect to needs within three months of the date of this Agreement. Within three months thereafter, the Committee shall present the Employer and the Union with alternative recommendations for meeting the child care needs of bargaining unit members, including cost analysis of each alternative. The reports of the Committee shall be disseminated at the Employer's expense.

The Employer agrees to reopen negotiations with respect to issues raised in the Committee's report at the request of the Union.

Note: This clause can be broadened to include dependent care as well as child care.

**American Federation of Government Employees,
Local 2456 and U.S. General Services
Administration, Washington, DC**

ARTICLE 37

Section 1. In recognition that the composition of the bargaining unit includes over 2,000 women, many of whom are "working mothers" and that due to a lack of adequate child care facilities at reasonable cost are available in the greater Washington Metropolitan area, the Employer and the Union agree to establish a Joint Child Care Committee, composed of three members selected by the Union and an equal number selected by the employer to study the need for child care and prepare recommendations based on the need.

Section 2. The Committee will meet within 30 days after this Agreement is signed and will issue their recommendations not more than six months later. The Employer agrees to give technical support of the Committee, as required, and to seriously consider their recommendations for implementation. Committee recommendations cannot conflict with this Agreement or applicable laws and regulations.

Section 3. The Employer considers all Committee members as performing official work, therefore, Committee members shall not suffer loss of pay or leave while serving as a Committee member.

Section 4. During the first month, the Committee Chairman will be selected by the members appointed by the Employer; the second month, the Chairman will be selected by the Union members and the Chairmanship shall alternate monthly until completion of the Committee's assignment. The Committee, at their option, may select a permanent Chairman by majority vote. The Committee shall meet at the call of the Chairman.

**Side Letter on Child Care in Master Agreement
between the International Union, United Automobile, Aerospace
& Agricultural Implement Workers of America (UAW)
and Rockwell International Corporation dated June 15, 1981
(Reproduced in Employers and Child Care, pp. 57-58.)**

We propose to establish a joint Union-Management study committee to investigate the availability of adequate child care facilities within the communities surrounding our plants.

The makeup of today's workforce includes a large number of single parents as well as a growing number of married parents whose spouses are also employed. In most cases, availability of child care facilities are a necessity.

The Union-Management study committee will work together in reviewing the adequacy and quality of nearby child care centers as well as developing their availability for all shifts.

If mutually agreed to, we will jointly explore the possibility of soliciting funding from the federal government, or from interested businesses, charitable or community groups.

Our goal will be to establish educational programs in the existing child care centers, and accommodate the needs of working parents. For example operating hours, cost, location, referral service, etc.

Child care will be determined through a questionnaire and/or survey completed by employees within 90 days after the signing of this Agreement.

**Article XXXI of the Contract effective
3/1/84—2/28/86 between Washington-Baltimore
Newspaper Guild, Local 35 and Bureau of National
Affairs, Inc. (Reproduced in Report of the
Joint Committee on Day Care Bureau of National
Affairs and Washington-Baltimore Newspaper
Guild, Local 35, March 15, 1983)**

There shall be a joint committee established to study the feasibility of and alternative methods of providing day care assistance for the children of BNA employees. The committee shall consist of three members from the Guild, appointed by the Unit Chairperson, and three members from management.

Necessary cost for such exploration of child care will be paid by the Publisher.

Note: The joint committee established pursuant to this clause recommended three proposals: encouragement and support of a child care referral network in the District of Columbia area through an existing intergovernmental body, a proposal which has been implemented; use of some sick time for illness of a child; and consideration of flextime.

Note: In their contract effective July 1, 1985, the City of San Francisco and Local 790 of the Service Employees International Union agreed to the establishment of a joint City-Union committee to report by September 1, 1985 on the feasibility of opening five child care centers.

II. CHANGING PERSONNEL PRACTICES

Company personnel policies usually seem "neutral" on their face, applying equally to all employees. Such policies often have their most profound impact, however, on working parents. Scheduling which results in much overtime work, for example, will increase the workday and earnings of all workers. That scheduling may, however, leave the child of a working parent stranded at a day care center or alone at home.

Almost all collective bargaining agreements contain some language governing overtime work, incidental absence, leave policies, travel, transfers and hours of work. A little imagination and effort is needed to adjust the existing clauses to better accommodate the special needs of workers with dependents who require care. Such changes can often make the difference between worried, angry workers and satisfied, productive workers.

A fundamental need may be a clause prohibiting discrimination based on parenthood, not necessarily prohibited by existing laws. We propose the following language, based on a draft in Parental Rights and Daycare, pg. 10:

The employer shall not discriminate against employees or job applicants because of the number of children they have or may have.

A. LEAVE TIME

Rare is the collective bargaining agreement that does not make some provision for time off, with or without pay. Sick leave, education leave and military leave are quite common. Leaves related to pregnancy, childbirth or child-rearing are other traditional benefits. Little imagination is required to come up with other family-related situations for which time off is essential.

(1) Parental Leave Related to Childbirth and Adoption

Pregnancy and the birth of a new child should be the occasion for the utmost assurance of continued employment and financial security for a working parent. Nothing could be further from reality.

Time off surrounding the birth of a child used to be a simple issue for a worker to understand: She either got time off or she didn't! Usually she got no pay. Often she was forced to quit working even if she was willing and able to continue.

People's attitudes toward pregnancy have changed. The needs and power of working women have changed. Federal law has changed. The end result has been more variation in the kinds of leave time provided for childbearing and child-rearing. The change is not necessarily all to the good. It is less likely in 1985 than it was in 1975 that a woman worker will be able to take time off during a "normal" pregnancy without losing her job. A worker cannot be sure that a job will be waiting if he or she chooses to spend the first months or years staying home with a new child.

Title VII of the 1964 Civil Rights Act, as amended in 1978 by the Pregnancy Discrimination Act, requires employers to treat pregnancy like other temporary disabilities for leave and benefit purposes. The law requires that if any leave, paid or unpaid, or any disability payments are available for any disability, the same protection must be provided for disabilities related to pregnancy or childbearing. That federal law does not require that leave be provided for disabilities resulting from pregnancy if leave is not provided for other conditions. Title VII does not require that any leave be provided for days of pregnancy that result in no disability.

Two states, California and Montana, have adopted laws requiring employers to provide maternity leave and guarantee job rights to women taking such leave. As this pamphlet went to press, court rulings upheld both laws. Appeals are expected, and the outcome is not certain. It is vital, therefore, that unions negotiate maximum job and income protection for pregnant women and new parents generally. This must be done consistent with laws prohibiting sex discrimination. These laws have been interpreted by some courts to ban special treatment for pregnant women, while the most recent decisions

find the uniqueness of pregnancy justifies granting special benefits to pregnant women.

Some of the clauses reprinted below call for special treatment for pregnant women. They are marked with an asterisk (*) to put the reader on notice that they may not be acceptable language in the United States today. They are included as examples of what existed in the past and what might be worth seeking if special treatment for the unique condition of pregnancy is permitted.

CLUW Committee Draft

The Employer shall grant leave to an employee because of childbirth or adoption on the following basis:

- a. Leave with full pay and benefits, including accrual of service credit, for any period of time during pregnancy during which the employee's physician certifies that she is disabled from working.
- b. Six months leave with full pay and benefits, including accrual of service credit, for either parent of a newborn or newly adopted child.



c. Leave without pay for up to two years for child care purposes for either parent, upon submission of a written request. The employee may take any accrued vacation during such leave, and shall have the right to continue medical coverage and all other employer-paid fringe benefits at his or her own expense during said leave. Upon return to work, the employee shall be restored to his or her former position, location and shift or, if that job no longer exists, to the most nearly comparable position. Such period of unpaid leave shall not be deemed a break in service for any employment-related purpose.

**Association of Flight Attendants and United Airlines,
1983-86, Flight Attendant Agreement**

Section 23 (C) 1. A flight attendant shall immediately notify the Company upon knowledge of pregnancy. Such flight attendant may in accordance with Company policy, either continue to fly or to be placed on leave status.

2. A flight attendant on leave status due to pregnancy must be available to return to active service as a flight attendant within ninety (90) days following the date of delivery. If, due to the health of the flight attendant's new born child, additional time off is deemed necessary by the Company's medical examiner, return to active status may be delayed for up to but in no case exceeding an additional ninety (90) days. Return to active service is contingent on passing a Company physical examination.

3. A flight attendant on leave status due to pregnancy shall retain and accrue seniority during the leave. She shall not, however, accrue vacation or sick leave during the period of the leave.

Note: Court decisions permit some airlines to force pregnancy leave on flight attendants based on medical evidence concerning effects of extended flying time on pregnant women. Similar forced leave is not permitted in other industries.

**Association of Flight Attendants and United
Airlines, 1983-86 Flight Attendants Agreement**

Section 23 1. A flight attendant who adopts a child may request or shall be granted a parental leave of absence for a period not to exceed three (3) months from the date of the adoption.

2. When a male flight attendant desires to remain at home with his newborn child, he may request and shall be granted a paternal leave of absence for a period not to exceed thirty (30) days from the date of delivery.

3. A flight attendant while on a parental leave of absence shall continue to retain and accrue seniority.

**Provisions of 1985 Mandatory Bargaining Program
of The Newspaper Guild Relating to Child Care.**

(Reprinted in Employers and Child Care, pp. 58-59)

Provision shall be made for maternity leave of at least four months with pay and an unpaid leave in addition of two years or more, on the employee's request. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without the employee's consent, on account of pregnancy; nor shall there be any penalty for pregnancy. If leave is taken, the timing and duration shall be at the discretion of the employee. Employees returning from such leave shall be reinstated in their jobs at the salary they would have received had their employment with the employer been continuous, with full credit toward severance pay accrual, experience rating, and other length-of-service benefits. Employees at expiration of maternity leave electing not to return to their position shall receive full severance pay.

Provision shall be made for paternity leave of at least four months with pay and unpaid leave in addition of two years or more, on the employee's request. If leave is taken, the timing and duration shall be at the discretion of the employee. Employees returning from such leave shall be reinstated in their jobs at the salary they would have received had their employment with the employer been continuous, with full credit toward severance pay accrual, experience rating and other length-of-service benefits. Employees at expiration of paternity leave electing not to return to their position shall receive full severance pay.

This section applies to both natural and adoptive parents.

**LE CARTEL DES ORGANISMES PROFESSIONNELS DE LA
SANTÉ INC. (COMMON FRONT) AND LE COMITÉ PATRONAL
DE NÉGOCIATION DU SECTEUR DES AFFAIRES.)** Reprinted
in *Bargaining for Equality - Canada*, pp. 20-21)*

ARTICLE 25.11

01. The pregnant employee has the right to a maternity leave of twenty (20) weeks duration which, subject to clause 25.11.03, must be taken consecutively.

The employee who delivers a stillborn child after the beginning of the twentieth (20th) week preceding the expected delivery date also has the right to this maternity leave and to the accompanying indemnities.

02. The division of the maternity leave before and after the delivery shall be determined by the employee and it includes the day of delivery.

03. The employee who delivers prematurely and whose child is consequently admitted to hospital, has the right to an "interrupted" maternity leave.

She can return to work before the end of her maternity leave and complete it when the child's condition no longer requires hospital care.

04. To obtain the maternity leave, the employee must give the Employer a written notice at least two (2) weeks before the date of departure. This notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of the birth.

The delay for presentation of notice may be shortened if a medical certificate attests that the employee must leave her position sooner than anticipated. In case of an unforeseen event, the employee is exempted from the formality of a notice, subject to the presentation to the Employer of a medical certificate attesting that she must leave her employment without delay.

**Legal Services Staff Association and Community
Action for Legal Services, Inc. (Reprinted in
Bargaining for Equality—U.S., pp. 39-40)***

6.7(A) A woman employee shall be entitled to a maternity leave of absence not to exceed nine (9) months, unless her physician shall state in writing that her illness or disability will exceed nine (9) months, in which case her maternity leave of absence shall be extended for the duration of her illness or disability. She shall give reasonable advance notice to her (employer) of the date she proposes to begin her leave.

(B) The female employee shall be entitled to apply unused sick leave and annual leave days against her maternity leave. Sick leave days may only be taken for days that the employee is sick or disabled.

(C) Upon three (3) months notice of intent, and upon three (3) weeks notice of the specific proposed starting date, a male employee shall be entitled to a leave of absence of up to six (6) months without pay for the sole purpose of remaining at home to care for a new child of said employee. He may apply accrued annual leave, but not sick leave against his paternity leave.

(D) Parenthood leave shall be available to parents of newborn or newly adopted children, except that a female employee may not use accumulated sick leave during maternity leave for a newly adopted child.

(E) For all parenthood leaves, a date certain shall be set for the employee's return to employment. The employee's right to return will be forfeited upon failure to return on the date certain, unless the date is extended as provided above or in the (employer's) discretion.

6.8 An employee shall be deemed to be accruing length of service credit while on a leave of absence provided for in this Arti-

cle, for all benefits relating to or dependent upon length of employment, except that length of service credit will not accrue for employees with . . . less than one year of employment, exclusive of unpaid leave, prior to a (parenthood leave). However, length of service credit will accrue of leaves in effect as of the date this Agreement is signed.

**National Association of Broadcast Employees
and Technicians and NBC and ABC**

The Company shall, upon written application from a regular employee, grant a special leave of absence not exceeding six (6) months, without pay, for maternity reasons (other than disability for which paid sick leave is provided) or paternity reasons, with full reinstatement privileges. Such employee's seniority for all purposes upon returning shall include the period of such leave of absence.

Note: The old "Bell System" and its unions, the Communications Workers of America, the International Brotherhood of Electrical Workers and the Telecommunications International Union, negotiated anticipated disability leave programs effective in 1979, to comply with the Pregnancy Discrimination Act. The plan permits any employee, male or female, to take a leave of absence for up to one year to prepare for and undergo any kind of disability, most likely pregnancy or elective surgery. Payment of wages depends on length of service.

Employees returning to work after disability leave are guaranteed the same job or one of similar status and pay, subject to other contract provisions if layoffs have occurred during their leave period. Workers have the option to take accrued vacations prior to beginning their leave. During the leave period, employees continue to receive medical and dental plan coverage at their expense. Once the disability commences, disability leave may be available. For workers receiving disability payments, the company will reimburse them for the medical and dental policy premiums for the month that the disability began. Service credit accrues during the first 30 days of the leave and during any period for which disability payments are made.

(2) Phased Return to Work

While on a parental leave following the birth of a child, a parent may find it necessary to consider a phased return to work to accommodate the needs of the child and family. This is particularly true during the first year of adjustment. Many parents are ready to return on a part-time basis but cannot return immediately as a full-time employee. The worker and the employer can both benefit from a flexible policy on

return to work which allows the parent to return on a part-time basis to his/her original position. Each parent's situation will vary, so this policy needs to be flexible to allow for individual negotiations while protecting the benefits and seniority for the worker. The plan should indicate when the worker will move to full-time status.

CLUW Committee Draft

Any worker on a parental leave is entitled to negotiate a plan for phased return to full-time work. A joint union-management committee established for this purpose will review each request and approve a work plan that indicates the hours to be worked during each phase and the projected date for return to full-time work. Workers will be eligible for this to begin if they are returning to work when their child is under one year of age. The maximum phase in period will be one year. During this period the worker will be entitled to all benefits, seniority and pension. The worker will be considered a full-time employee in calculating all benefits.

(3) Extended Child Care Leave

While provisions for parental leave are focused around the birth of a child, the need for parental leave due to a child's illness may occur at any time. Extended child care leave provisions address this issue. Such provisions may also include leave for the care of dependent adults.

CLUW Committee Draft

**(Based on a Plan Adopted in January 1981 by
National Westminster Bank in Great Britain)**

The Employer shall, upon request, grant leave to an employee for purposes of caring for a child (or dependent adult family member) on the following basis:

1. Leave may be taken for one or more full years, or six-month periods, for up to five years. No wages shall be paid during such leave, except to the extent that paid time off has been earned and not taken prior to the commencement of the leave or that paid leave is provided for other personal matters, and except as provided below.
2. During the period of the dependent care leave, the employee shall return to his or her former job for two weeks each year, to be scheduled at the mutual convenience of the employee and the employer, the time to be paid at the wage rate then applicable to that job. In addition, the employee may be required to attend up to three days in any year of orientation and/or training, at the wage rate then applicable to his or her regular job.
3. Upon the termination of the leave, the employee shall

return to the position, location and shift that he or she occupied immediately prior to the leave, displacing any employee placed in the position during the leave. If that position no longer exists, the Union and the Employer shall negotiate a suitable placement for the returning employee, maintaining as nearly as possible the wage level, location, shift and job held just prior to the leave.

**Massachusetts Community College Council,
Massachusetts Teachers Association (NEA)
and Massachusetts Board of Regents of Higher
Education, contract through June 30, 1986**
(Reprinted in *Bargaining for Equality-*
U.S., Supplement, pp. 3-4)

1. Entitlement

Upon written application to the President of the College, including a statement of reasons, any full-time unit member who has been employed at least one (1) year and who has given notice at least one (1) semester prior to his/her anticipated date of departure, unless otherwise approved by the President of the College or his/her designee, shall be granted parental or adoptive leave without pay from such employment for a period not exceeding one (1) academic year. The President of the College or his/her designee may grant a unit member a half-time leave with full benefits; provided, however, that such decision shall not be grievable.

2. Purposes

The purpose for which a unit member may submit his/her application for such unpaid leave shall be the need to care for or to make arrangement for the care of an unemancipated minor child of the unit member; spouse of the unit member; or parent of the unit member.

3. Conditions

Time used for family leave shall be considered as continuous service for the purpose of sabbatical leave but shall not be included as accumulated time required to qualify for sabbatical leave or award of tenure or award of multiple-year contract or promotion.

4. Reinstatement

A unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or a substantially similar position with the same salary and fringe benefits which he/she attained at the time the family leave was granted, plus any adjustments made as a result of collective bargaining, provided that the unit member returns within one (1) academic year from the beginning of the leave or within one (1) year of the beginning of any additional leave granted by the President of his/her

designee. The President of the College or his/her designee may allow a unit member up to one (1) academic year additional leave; provided, however, that such decision shall not be grievable.

Note: The reality of adoption is such that it maybe difficult to give a semester's (or even a week's) notice.

**Service Employees International Union,
Local 284 and School District #883
(Reprinted in Bargaining for Equality—
U. S., Supplement, p. 4)**

The Board may grant a childcare leave of absence of up to 9 months duration to any employee who makes written application for such leave. Childcare leave may be granted because of the need to provide parental care for a child of the employee for an extended period of time, including cases of adoption. Such benefit shall apply to both married and unmarried employees.

**United Mine Workers of America Proposal
to Bituminous Coal Operators' Association,
Inc., August 1984**

Upon request, an Employee shall be granted an unpaid leave of absence, not to exceed six (6) consecutive months, surrounding the birth, adoption or serious illness of a family member.

While on such leave, the employee shall retain insurance coverage and seniority, and continue to accrue seniority.

Upon expiration of such leave, the employee shall be entitled to return to his/her former job and shift.

This leave shall not begin until the sickness and accident disability benefits related to the child's birth, if any, have been exhausted.

The employee may elect to take parental leave on a month by month basis, but in no event can the total amount of parental leave per employee exceed six (6) months.

**Letter of Agreement between United Mine
Workers of America and Bituminous Coal
Operators' Association, Inc. (1984)**

This letter will confirm BCOA's understanding with you regarding the issue of parental leaves. No provision for such leave is made in the 1984 NBCWA. However, because of the Union's request to further explore this matter, BCOA has agreed that within the next 60 days, you and I will appoint a Special Parental Leave Study Committee for that purpose.

The Committee will study the issue of parental leave and make a report regarding whether or under what circumstances, if any, parental leaves might be appropriate. Included, without limitation, in the report shall be findings regarding the safety,

productivity and economic cost of a parental leave policy.

The Committee's report will be submitted directly to you and me on or before July 1, 1985, and shall in no way bind the UMWA or the Operators either during the term of the 1984 NBCWA or during the negotiation of any successor agreement to the 1984 NBCWA.

**City-Wide Contract Covering New York City
Employees Including District Council 37, American
Federation of State, County and Municipal Employees
and Communications Workers of America, 1980-1982**

Section 20 a. A child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

(4) Short-Term Leave Related to Family Obligations

Very few employers officially offer leave to workers because of illnesses of family members. Nevertheless, many employees use the sick time available to them to care for family members, often with the knowledge of a sympathetic supervisor. Providing officially and contractually for such leave will eliminate misrepresentation and guilt by workers, assure equal access to the benefit for all and serve the interests of employers in planning for coverage.

CLUW Committee Drafts

Any sick days or sick leave available to the employee may be utilized to care for a family member who is ill. Unpaid or personal leave may be used for the employee's or family member's medical appointments and emergencies.

The employer, recognizing the impact of family care needs on workers' health and productivity, shall provide one leave day with pay when an employee is forced to make alternate family care arrangements in an emergency.

**United Legal Workers of California, District 65,
International Union, United Automobile, Aerospace
and Agricultural Implement Workers of America (UAW)
and California Rural Legal Assistance
(Reprinted in Bargaining for Equality—U.S., p.51)**

Sick leave may be used only when an employee, spouse, or a dependent child is actually ill or for her own or a dependent child's or spouse's medical appointment.

Note: This benefit should be available equally to male and

female employees.

**Alberta Union of Provincial Employees,
Master Agreement (Reprinted in Bargaining
for Equality—Canada, p. 18)**

Article 38.02 (a) Leave of absence shall be granted for purpose of making arrangements for the care of the person that is ill or for the care of the children. Immediate family shall mean: spouse, (including common-law spouse), son, daughter, mother or father; (maximum entitlement for special leave including bereavement, moving, etc. is 10 days per year).

**Local 680, United Service Employees International
Union and Leland Stanford Junior University,
Stanford Employees (Reprinted in Bargaining for
Equality—U. S., pp. 51-52)**

When serious illness in the worker's close family requires the worker's absence to care for the ill family member, the worker may take sick leave of up to 10 working days in any year. The worker's "close family" is limited to the worker's spouse, children, parents, parents-in-law, brothers or sisters, grandparents or grandchildren, or other dependent family member living in the worker's household.

**British Columbia Government Employees'
Union Master Agreement (Reprinted in Bargaining
for Equality—Canada, p. 18)**

Article 20.11 (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13 (maximum leave entitlement—10 days per year).

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

**Sample Family Responsibility Clauses,
Drafted by Parental Rights & Daycare, p. 8**

An employee is entitled to ten days paid leave to be used for illness of immediate family members.



Time off for medical/dental/school appointments for employees or for dependent children shall be permitted, up to a maximum of three days (or 24 hours).

B. FLEXIBLE WORK SCHEDULES AND JOB-SHARING

One of the most difficult responsibilities of being a working parent is organizing time so that everything happens when it should, particularly with young children. Parents often find it is hard to get child care schedules and rigid working schedules to fit well. For example, there are the classic problems of a child care center not opening early enough to allow a parent to get to work on time or of a babysitter calling in sick at the last minute, so that alternate care has to be arranged.

Reduced hours of work or part-time work is one solution which a parent may seek, but there are significant disadvantages beyond those of earning less than a full-time salary. Part-time workers frequently have fewer benefits than full-time workers and rarely have job security or the right to promotional opportunities.

Job-sharing, in which two workers share one full-time job, sharing the wages proportionately and each retaining full-time benefits and seniority rights, is a solution that some employers have been willing to implement. The obvious cost for the employer is paying double benefits and for the employee is reduced income. This type of solution is usually negotiated individually, but a collective bargaining agreement could establish employees' rights to job-share while retaining all

rights under the contract except full wages and could set minimum standards for implementation; and the union could agree to help a worker interested in sharing to find a partner and could ease implementation of the program.

A more popular alternative is to implement, through collective bargaining, alternative work schedules or flexible work hours to permit workers to work full-time with some flexibility in scheduling. There are two major types of alternative work schedules:

1. *Flexitime or Flextime* which allows for flexible starting and quitting times each day as long as the required full-time hours are worked in a week. The workday is divided into "core time" — hours during which employees *must* be present — and "flexible time" — hours during which employees may choose their time of arrival and departure.

2. *Compressed work week* during which employees work the required weekly full-time hours in fewer than the normal 5 days, i.e. four 10-hours days; three 12 or 13-hour days (Days off may not be consecutive.)

How alternative work schedules are set up can vary depending upon employer needs and employee desires, which is why a program should be set up under the auspices of collective bargaining and/or a labor-management committee. The union should insist on careful planning of even a pilot program. Among the factors to consider before implementation:

- employee attitudes and expectations should be thoroughly canvassed;
- employee participation should be voluntary;
- the possible impact on personnel regulations and contractual requirements, including opportunity for overtime earnings, should be taken into account;
- the potential effect on numbers of jobs should be analyzed.

Experience with alternative work schedules has shown some clear advantages and disadvantages which should be weighed:

Advantages

- reduced absenteeism

Disadvantages

- opportunities to earn overtime and premium pay may be

- reduced lateness
- improved employee morale
- reduced turnover
- increased productivity
- reduced;
- different time-keeping measures may be instituted;
- longer workdays may increase stress and other problems.

CLUW Committee Draft Flexitime

The Employer and the Union agree to establish a joint labor/management Alternative Work Schedules Committee for the study and implementation of proposals for alternative work schedules, which may include: staggered hours, flexitime, compressed work week and/or job-sharing. The Committee shall work with each office/department/agency for which alternative work schedules have been proposed to develop a mutually acceptable plan and pilot implementation program. Through the Committee, either party may request termination of the program at a location.

Service, Office and Retail Workers Union of Canada and Simon Fraser Student Society Service (Reprinted in Bargaining for Equality, U.S., pp.60-62)

The employees in each department shall decide what form of day they will work and ensure that the departments are adequately staffed between 8:30 a.m. and 4:30 p.m.

District 65, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Barnard College (Reprinted in Bargaining for Equality U.S., pp. 60-62)

Flexible hours shall be arranged for any employee who has need, provided the operation of the department continues to function. Reasons for such flexibility may be but are not limited to school needs for children, medical needs, or daytime classes which are not available outside of regular working hours.

American Federation of State, County and Municipal Employees Model Contract Language

Flexitime: Flexitime shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours.

The Employer and the Union agree to negotiate the implementation of flexitime in appropriate work environments. Implementation of flexitime or any variation thereof shall be by mutual agreement between the Employer and the Union.

Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If a meeting to discuss flexitime is scheduled, the Union shall be allowed two representatives for each bargaining unit without loss of pay.

Four-Day Work Week: In lieu of the normal workweek as defined in this agreement, Management and the Union may discuss a workweek composed of four (4) consecutive days of comparable length followed by three (3) consecutive days off. Such workweek must total 37 1/2 hours of work. If agreed to, the four (4) day workweek will be initially implemented on a trial basis for six months. At the end of the six months, the parties will review the experience with the four (4) day week and mutually decide whether to continue it. The participation of individual employees shall be voluntary.

Model Language for a Labor-Management Committee to Develop and Pilot a Flexible Work Hours Program
(Reprinted in *Bargaining for Equality, U.S.*, pp. 60-62)

The union and the company agree to establish a joint committee for the study of flexible work schedules. This committee shall be made up of 3 representatives each of the union and management and shall develop, within 3 months of the signing of this contract, a pilot program for experimentation with flexitime. The committee shall begin meeting within 2 weeks of the signing of the agreement. Meetings will take place on company time, 4 hours per week, unless it becomes apparent that more time is necessary to complete the task within the specified time limits. The system that is developed will be tested for a maximum of six months and extended on a month-to-month basis thereafter. After the initial trial period, either party may request termination of the program upon 30 days written notice.

C. NEW PARENTS' BENEFITS

The birth or adoption of a child is a stressful event for many parents. There are many ways an employer can ease the transition from and to work, including reduced work schedules for a period of time and/or permission for parents to bring infants to work, if circumstances permit. Contract clauses should apply to fathers as well as to mothers.

CLUW Committee Drafts

(1) Prenatal Examinations

Recognizing that preventive medical care reduces health

care costs and results in a more productive as well as healthier workforce, the Employer shall grant paid time off to an employee for prenatal examinations, on the same basis that paid time off is provided for any other diagnostic or preventive procedures and examinations or medical treatment.

(2) Accommodation to Parents of Infants

The Employer, recognizing the needs of working parents and their infants, agrees to allow an employee to bring his or her infant child(ren) to the place of employment during the first six months of the infant's life, provided there is no unreasonable disturbance to the work of the parent or other employees. The Employer agrees to provide a lounge with appropriate facilities for nursing mothers. The Employer also agrees to provide for reasonable rest periods with no loss of pay for a parent to accommodate the needs of the infant(s) brought to the workplace.

The Employer, recognizing the needs of working parents and their infants, agrees to provide paid time off during working hours for the purpose of feeding infants. The Employer also agrees to reimburse employees for travel expenses incurred for feeding infants during normal working hours. If the infant is brought to work, the Employer shall provide a lounge with appropriate facilities for feeding infants.

Note: Obviously, at some workplaces, for example, some mines, factories or chemical plants, it may be inadvisable to suggest accommodating infants.

(3) Parenting Seminars

Since the majority of parents, particularly those with very young children, are now returning to work soon after the birth of their child, the workplace has replaced the playground as the place where parents exchange information and share concerns about parenting. At the same time, those who are working full time do not have access to parent education programs at community facilities. The worksite offers a prime opportunity to strengthen parents' roles as parents and to utilize the skills of outside experts in helping parents to understand stages of development of young children, to learn how to select quality child care and to develop coping skills for managing the conflicting demands of work and family. Seminars for new parents can be organized in a number of ways. They may include selection by the employer and union of topics and outside group leaders or lecturers, or parent-sponsored groups that respond to their own needs at a particular time.

Such sessions must take place during released time dur-

ing work hours or they simply add to the burdens on the new parents. Sufficient time must be provided to allow for thorough discussion. The seminars should be planned as a series, and should address the different needs of single and married parents, and those with pre-school as opposed to school age children. The programs should, of course, be designed for both fathers and mothers.

CLUW Committee Draft

In light of the challenges and potential conflicts facing workers with young children, a joint Labor-Management Committee will be established to develop seminar series to respond to needs identified by the parents. The committee will determine the topics and schedule for the seminars, based on needs assessments performed before and after each series of programs. Among the topics that may be considered are child development, selection of quality child care, coping with work and family, exercise for parent and child and other topics developed by the Committee. All costs connected with the seminars, including outside consultants, will be borne by the Employer. Each series will consist of at least three seminars. If parents indicate an interest in holding more informal discussion groups, the Committee will provide space and other arrangements to facilitate meetings of parent groups on an ongoing basis.

Committee meetings and any parenting seminars will be held during work time. All participants will receive their regular wages for time spent in planning or attending parenting seminars.

D. OVERTIME: Limitations, Notice and Additional Compensation

In many workplaces, the most critical problem for a working parent is being forced to work longer than normal hours with little or no notice, leaving no possibility of making adequate child care arrangements. Working overtime may mean there will be no one to pick up a child at the day care center that is closing at six, or no one to stay with a child whose other parent must leave for work in an hour or no one at home with a child who has no other parent at home.

The Committee has proposed a variety of partial and complete solutions, and a few have been incorporated into existing contracts. Possibilities include advance notice of overtime, making overtime work voluntary, and compensation for the extra costs incurred as a result of overtime work.

CLUW Committee Drafts

Right to Refuse Overtime

In light of the special problems imposed on working parents by forced overtime, child care responsibilities will be considered one of the acceptable reasons for refusing an overtime assignment.

An employee shall have the right to refuse an overtime assignment when family responsibilities make acceptance of such assignment unreasonable.

No employee may be required to work overtime on less than 24 hours notice.

Note: It is possible that the first clause might encourage employers to avoid hiring parents. The more neutral second and third alternatives pose less of a risk.

Calls Home for Overtime Coverage

If an employee is required to work beyond his or her normal tour on less than 24 hours notice, the Employer shall permit the employee to make, at the Employer's expense, any telephone calls necessary to arrange for child care necessitated by the schedule change.

Extra Compensation for Dependent Care

Recognizing the special difficulty caused for working parents by forced overtime, the Employer agrees that when an employee is required to work beyond his or her normal shift and incurs extra dependent care expense as a result, the employee will be reimbursed for the additional dependent care expense in addition to his or her overtime compensation.

Office and Professional Employees International Union, Local 30 and Margolis, McTernan, Scope & Sacks: (Reprinted in Bargaining for Equality—U.S., p. 52.)

Employees whose children are at day care centers or being cared for by baby sitters shall receive, in addition to the overtime outlined in the Article, seventy-five cents (75 cents) per hour baby sitting allotment for each overtime hour.

Note: The CLUW Committee notes, as did the authors of Bargaining for Equality, that 75 cents per hour is clearly only a partial subsidy.

British Columbia Government Employees' Union and Legal Services Society of B.C., Article 14.12(a) (Reprinted in Bargaining for Equality—Canada, p. 31.)

Should an employee be required to be away from her home on the Employer's business outside of her regular work day, the Employer agrees to pay the costs of receipted child care expenses for the period over and above her regular work day where such expenses are incurred.

Note: Under United States law and in light of the realities of American family and work patterns, this benefit should be available to men as well as to women.

E. TRAVEL AND TRANSFERS

Many family issues are raised by travel on the Employer's business and by forced or even voluntary transfers of employees some distance away from their homes or to another shift. Change of work location or hours of work is likely to require complete reorganization of child care arrangements. It may not be possible or fair to co-workers to prohibit involuntary changes in working parents' schedules or work locations. Employers and unions should, however, be aware of and sensitive to the added burdens.

We have dealt with these issues only briefly, believing that the issues discussed at greater length in this pamphlet are more likely to impact on workers in union jobs.

CLUW Committee Drafts

The Employer shall pay all costs of dependent care for up to two weeks each year when an employee is required to undertake an unanticipated out of town assignment.

Should an employee be required to be away from home on the employer's business outside of his or her regular work day, the employer agrees to pay the costs of child care caused by such additional work time.

United Food and Commercial Workers Affirmative Action Language
(Reprinted in *Bargaining for Equality—*
U.S., p. 51.)

Request for transfers, within the Union's territorial jurisdiction, so an employee may work nearer his home will be given proper consideration and will not be refused arbitrarily. Every effort will be made to take family responsibilities into account in transfers and promotions regarding store preferences.

III. MAKING CHILD CARE AVAILABLE

Reliable, affordable, quality child care is essential to any working parent. Yet, the supply of licensed child care is totally inadequate to the need. In 1984 experts estimated that only one in ten children whose parents worked could be cared for in a licensed child care program. The remainder make do as latchkey children or in inadequate facilities with untrained caregivers. Child care services in the community are not expanding at anywhere near the rate of the demand, as mothers with young children return to work in ever-increasing numbers. Parents with the youngest children have the fewest resources.

Child care, like health care, is essential to worker well-being. As with health care, quality child care is expensive and beyond the financial reach of the vast majority of families. Other parents can afford care but cannot find appropriate services. In other instances, services are simply not available within a community.

At the federal level, there are two key forms of subsidy for child care. The first is direct funding under Title XX to provide child care for low-income working parents through either the establishment of day care centers or providing subsidies for children using other centers. The second is the income tax credit for child care expenses up to a certain percentage of income, which tends to benefit middle-class working parents and has the policy drawback of reinforcing individual rather than social solutions to the need for quality child care for all working parents. Of even greater concern, both approaches are subject to the vagaries of politics. In 1981, the Reagan administration's federal budget cuts led to a reduction in Title XX funding until Congress restored it a year later.

In some states, entire programs were wiped out and never re-established. The Reagan 1985 tax reform proposal includes converting the child care tax credit to a deduction which will limit still further the number of families who can take advantage of it—to taxpayers who itemize deductions. There must be increased public support for progressive policy initiatives in Congress on the full range of child care issues. With government reducing its support for child care, employers and unions



must address the needs of working parents.

An employer has many options. These include: (1) child care subsidies to defray all or some of the cost of child care; (2) purchase of slots for employees in existing community facilities; (3) development of and/or operation of a child care facility for employees, either as a single employer or in a consortium; (4) vacation, holiday and summer camp programs for school age children; and (5) provision of consultation and information to parents about the range of child care services in the community.

These options need not be provided alone. In fact, the best program would provide each of these services, responding to the variety of employee needs with respect to child care.

A. CHILD CARE RESOURCE AND REFERRAL SERVICES

Child care information is a critical element of any program of assistance to working parents. Some communities have well-established, professionally administered resource and referral networks. Many communities have no central source of information on child care. In either situation, many workers will not know how to locate quality care. Regardless of what other support an Employer may offer to working parents, a referral service is an important benefit to workers.

CLUW Committee Draft

A child care resource and referral service will provide the following services at the Employer's expense:

(1) Consultation on child care options and how to select quality care.

(2) Written up-to-date information available to all employees on all child care services within the area around the workplace from which employees are drawn. Listed services will include licensed child care centers, family child care providers, after-school, vacation and summer day camp programs. The service shall make readily available to all employees information on all available child care providers, including hours and months of operation, ages and numbers of children served, nature of services, including staffing levels, meals provided and costs.

(3) Access for each employee to call or visit the resource and referral services, on Company time if necessary, to consult with a counselor for assistance with child care options or to discuss child care concerns.

(4) A statistical summary for the Employer and the Union of utilization of the service by employees.

The service may be provided under contract to community based Child Care Resource and Referral Services or established independently by the Employer. Any program should include financial support to expand available resources in the community.

Local 399, Service Employees International Union and Kaiser, April 1, 1984

The Employer agrees to establish a child care referral program which will develop and maintain a child care provider network in order to meet the employees' need. This program will be piloted at one medical center for a twelve (12) month period. If the pilot program results in high employee utilization, the Employer shall consider establishing child care referral systems at each medical center.

The Employer agrees to study the availability of individuals to provide child care for sick children in order to determine the feasibility of publishing a resource list through the child care referral program.

National Treasury Employees Union and U. S. Pension Benefit Guaranty Corporation, Washington, D.C.

Section 45.1. Within thirty (30) days from the effective date of this Agreement, the Employer and the Union agree to appoint two (2) members each to a committee. This committee shall compile a list of all day-care facilities within a reasonable distance from PBGC Headquarters which may be suitable for placement of children of employees during working hours. This list shall contain the name, address, fees, and bases for acceptance, if any, for children in each day-care center. This list shall be posted on the main bulletin board on each floor of the PBGC offices.

Section 45.2. The list referenced in Section 45.1 shall be reviewed and updated by the committee semi-annually.

Section 45.3. The LMRC shall have as an agenda topic for each August meeting the child care needs of PBGC employees and whether or not the information compiled by the committee is responsive to those needs. If it is not, new methods of meeting those needs shall be explored.

Section 45.4. All time spent by bargaining unit employees for the committee shall be official time.

National Treasury Employees Union and U. S. Department of Health and Human Services, Region III, Atlanta, Georgia

The Employer will provide to the Union a list of licensed day care centers in the area. The Employer agrees to cooperate with the Union to study the feasibility of establishing a Center near the building.

**American Federation of State, County and
Municipal Employees, Local 2477 and
the Library of Congress**

The Library is sensitive to the need for day care for children of employees and agrees to make every reasonable effort to assist employees in exploring the availability and use of such facilities. The Library shall establish an on-going program for the identification of local day care facilities, including information on occupancy capacity, rates, location, hours of operation and locality licensing required, and shall publish a list of such facilities for interested employees. The Library agrees to make this information available to all new employees and to others upon request to the Personnel Office, Employee Relations Office.

Note: The UAW and Ford Motor Company and General Motors Corporation agreed in 1984 national bargaining agreement to establish separate experimental, pilot programs for child care services at designated locations.

The aim of the program at the pilot locations will be "to assist employees in locating and obtaining quality child care services which are most appropriate for each employee's particular needs."

At each location, the local union and management will conduct an annual evaluation of the effectiveness of the program, and will report their conclusions to an existing Joint UAW-Management Committee. The programs will be funded by joint development and training programs.

**American Federation of Government Employees,
Local 2367 and U. S. Army, West Point, New York**

Since it is of mutual interest to both the Union and the Employer that employee absenteeism due to child care problems be reduced, it is agreed that the Employer will inform all new employees and the Union will inform all new members of the existence of the West Point Child Care Center and its availability to civilian parents.

B. SUBSIDIES TO PARENTS

Assistance to parents to meet the costs of child care can be provided in a number of ways. Recent changes in the Internal Revenue Code make it possible for an employer to offer a child care benefit tax free to employees and tax deductible to the employer, just as is health insurance. The employer, through a Dependent Care Assistance Plan, may pay the child care provider directly or may reimburse parents for verified expenses. Any type of child care expense for children under

the age of 15 enjoys these tax benefits, including center care, family day care, in home care and summer and after-school programs. Proposed changes in the Tax Code may negate the tax advantages, but workers' need for assistance will remain.

Typically, employer contributions cover only a portion of the cost of child care. There are a number of different approaches to determining equitably how much each individual should receive. The amount of the benefit may vary with the age of the child or the number of children in the family. Another approach might be a sliding scale, with the largest subsidies going to the families with lowest incomes.

Only a few unions have been successful in negotiating such benefits for their members. A few examples and CLUW Committee Drafts are included in the pamphlet.

CLUW Committee Drafts

Vouchers

The Employer, recognizing the child care needs of its employees, shall reimburse employees for 50% of the cost of child care for the employee's dependent children. The employee shall choose the type of care and/or facility to be used. The Joint Labor-Management Committee on Child Care shall resolve any disputes regarding the use of such vouchers.

Purchase of Day Care Slots

The Employer, recognizing the child care needs of its employees, shall pay half the cost to purchase slots in existing quality child care facilities for the dependent children of employees. The arrangements for purchase of such slots shall be made by the joint labor-management committee on child care.

If the number of slots available does not accommodate the child care needs of employees, seniority will govern selection for available openings.

District 65, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and The Village Voice, June 30, 1984.

The Employer shall pay up to \$500 per year towards child care expenses per family for children of pre-school age (up to 1st grade). The payment will be pro-rated for part-timers. The Voice will advance the funds to the Union based upon employee's registration at the Voice. The Union will thereafter administer the payments based on vouchers proving child care expenses. Any amount of funds not spent will be applied toward the Security Fund Voice accounting.

**Service, Office and Retail Workers Union of
Canada and Simon Fraser Student Society**
(Reprinted in *Bargaining for Equality—*
U.S., p. 48.)

Fifty percent (50%) of the employee's day care costs shall be paid by the employer.

**Canadian Union of Public Employees Local 2189
and Toronto YWCA** (Reprinted in *Parental Rights
and Daycare*, p. 12)

The employer shall pay to each employee who has one or more children under the age of nine a total of \$30 each month to help defray the cost of child care. These sums shall be added to the employee's monthly pay.

Nothing in the above provision shall give the employer the



right to discriminate against job applicants because of the number of dependents they may have.

Note: The workers at the Toronto "Y" made a conscious decision to seek subsidies rather than workplace child care because the workers lived and worked in different areas of the City.

The clause illustrates successful incremental bargaining. The Union negotiated a \$15 per month benefit in June of 1976 for parents of younger children. The amount of the subsidy and the age of covered children were both raised in a subsequent contract.

The Newspaper Guild 1985 Mandatory Bargaining Program
(Reprinted in *Employers and Child Care*, p. 59)

The employer will pay the employee's cost of day/night care for both pre-school children and those who need after-school care. The employee may choose the type of care and/or facility to be used.

**Draft in Parental Rights & Daycare, p. 12,
Based on International Union, United Automobile,
Aerospace and Agricultural Implement Workers of
America (UAW), Language for Paid Educational Leave.**

The employer will accumulate one cent (1 cent) per compensated hour (or one percent of the payroll per month) in a separate account to be paid to the union on a quarterly basis.

The purpose of this fund is to provide (or subsidize) childcare for members of the bargaining unit.

Note: This language leaves design and administration of the child care program in the hands of the Union, with only the funding provided by the employer.

Note: The National Women's Committee of CWA has recommended that the CWA Executive Board explore the feasibility of adding a Dependent Care Assistance Plan (DCAP) to the total benefit program that will be bargained with employers, including the major telephone companies, in 1986. The DCAP could involve either employer reimbursement to employees for child care expenses or direct employer payments to child care providers.

C. ESTABLISHING NEW SERVICES

Employers can establish child care centers, after-school and summer programs and/or organize family child care networks or can contribute to or contract with existing centers to expand services available to employees' children.

Language on this will vary, because of variations in the vehicle through which funding is provided—i.e. through a Welfare Fund or through a joint labor/management Child Care

Committee, or by direct employer funding. The contract language should refer to the type of program being funded and should clearly spell out the terms of the funding — for example, \$X per eligible employee or a total dollar amount per unit of employees or per center or per program to be funded. It may also designate that an open-ended amount of money (or up to a ceiling) for a particular purpose shall be provided. It is often a good policy to insist that parents make some financial or time commitment to any program serving their children.

Often the collective bargaining agreement will have just a sentence or two about the child care program, while the specific terms are spelled out in a separate letter of agreement. Sometimes programs are negotiated totally outside of the bargaining agreement, as was the case with the employer association-supported day care center for members of the International Ladies' Garment Workers' Union who work in New York City's Chinatown.

In negotiating for any of these benefits, it is important to be realistic about costs, to avoid creating false hopes. It is easier to build on a small, successful program than to recover from an overambitious flop.

CLUW Committee Drafts Child Care Center

Recognizing the needs of working parents and their valued role in the workforce, the Employer agrees to provide quality child care for dependent children of employees from infancy through age 15, during such hours as their parent(s) is required to work. Each employee making use of Employer-provided child care pursuant to this provision may be asked to contribute no more than \$20 per week per child to the cost of care.

When there are 10 or more children requiring care at any work location, the Employer shall provide an on-site child care facility at that location. When there are fewer than 10 children requiring care at one location, the Employer may provide an on site child care facility at a location convenient to two or more work sites, contract with a child care center in the vicinity to serve employees' children, or reimburse the employee for child care up to the amount that would be spent for on-site care. The employee shall have the right to choose the facility for his or her children.

A joint Labor-Management committee shall be established to oversee all aspects of the child care program.

Consortium

The Employer, recognizing the needs of working parents, agrees to join other area employers in the establishment of a child care center. The Employer will assure that the center is large enough to accommodate the needs of its employees for child care. The Employer must provide start-up and renovation costs as well as on-going subsidies to assure that each employee with a dependent child enrolled in the facility is not required to contribute more than \$20 per week to the cost of care.

A location shall be selected which is as convenient as possible to all employees. The center must meet all applicable federal, state and local standards.

The center shall serve employees' dependent children from two months to five years. If a need exists, the program should be open to serve school-age children as well.

American Federation of Government Employees and Community Services Administration (CSA), Washington, D.C.

The Employer will make every effort to reduce the day care financial burden on employees at the GS-7 level and below who are the sole providers for their households. Such efforts will include:

- (a) Identifying facilities with special rates close to Regional Offices and Headquarters;
- (b) Meeting with other agencies to have a block of day care spaces set aside for CSA employees; and
- (c) To explore efforts to formulate a Regional day care center through the FRC and FEB by providing assistance to employees to develop a private non-profit corporation.

The Employer agrees to make its tax advisors available to employees during work time at no expense to the employees for advice on the tax impact of various methods of securing child care.

Communications Workers of America and State of California (Psychiatric Technicians), 1982 Agreement

a. The State agrees to establish a Statewide Joint CWA-Management Committee to study the feasibility of establishing self-sustaining child care programs for the dependent children of State employees. For the purposes of this Agreement, a "dependent child" is defined as follows: (1) any child who qualifies as the employee's dependent for Federal income tax purposes, whether or not such child is actually claimed for such purpose, and (2) any child in the employee's household for whom the employee provides support.

b. Two self-sustaining pilot projects will be initiated during the 1982-83 fiscal year.

Note: Although State funds were short, two centers were established, with some financial help from CWA. With the successful pilot program behind them and more State money available, the parties negotiated the following language in 1984, similar to provisions covering the other 19 California State worker bargaining units:

a. State Labor Management Child Care Committee

(1) The State agrees to establish a State Labor-Management Child Care Committee. CWA shall be entitled to appoint one representative to the Committee. Additional representative shall be selected by the Department of Personnel Administration. The DPA shall chair the committee.

(2) The purpose of the State Labor-Management Child Care Committee is to encourage State employees to form non-profit corporations to provide child care services for dependent children of State employees, and to recommend to the Department of Personnel Administration which non-profit corporation(s) should receive child care funds from the State employer.

(3) The DPA will provide necessary staff support to the State Labor Management Child Care Committee.

b. Child Care Revolving Fund

(1) A Child Care Revolving Fund shall be established to fund child care services through non-profit corporations operated by State employees for State employee dependent children. Such funding shall include, but not be limited to, cash grants and loans.

(2) The Child Care Revolving Fund shall be administered by the Department of Personnel Administration for State employee non-profit corporations established for the sole purpose of providing child care services.

(3) For fiscal year 1984-85, the State agrees to allocate \$1,000,000.00 to the Child Care Revolving Fund.

c. All State employee child care centers must be licensed in accordance with State laws and regulations.

d. All contracts shall be between the State of California (DPA) and each Child Care Non-Profit Corporation.

e. The State may provide the use of State facilities for child care centers. Use of State facilities may include a rental/lease agreement.

Note: It was anticipated that child care centers would be established at all 11 California State Hospitals under the 1984 agreement, as well as at other major employment centers for State workers.

Empire State Day Care Programs

A network of day care centers has been established at several New York State facilities, pursuant to collective bargain-

ing agreements between the State and its employee unions, starting in 1979.

Seen as a necessity for working parents by union members and as an enhancement to recruitment and retention efforts by management, day care development has received significant support from both sides. The State Level Joint Labor-Management Committees representing the Public Employees Federation (a coalition of the Service Employees International Union and the American Federation of Teachers), Civil Service Employees Association, Council 82 of AFSCME, United University Professions, AFT, and the Office of Employee Relations contribute to a seed money fund which supports the purchase of equipment and covers other start-up costs. The State provides the maintenance, space and utilities at each site. Local level joint labor-management committees, in cooperation with the Empire State Day Care Services Corporation, have developed a preliminary design for each program and have prepared a proposal for seed money grants. That proposal is then submitted to the Statewide Day Care Labor-Management Advisory Committee for approval.

After a proposal is approved, the local joint labor-management committee participates in the renovation of the site and in obtaining necessary licensing of the program. Once the program opens, the local board of directors and the program director oversee day to day operations. Tuition is charged on a sliding fee scale and all operating costs are covered by those fees and local fundraising. An educational grant from the Public Employees Federation has also helped the centers with their equipment needs.

Following is the most recent contract language extending the program:

**Civil Service Employees Association, Inc.
and New York State, 1982-1985**

In recognition of the mutual advantages in providing on-site day care, the State and CSEA agree to continue their support of the development of on-site day care centers at State facilities. The State and CSEA are committed to ensure that all on-site day care available to State employees is provided in safe, high quality centers and agree that all such centers are and will continue to be required to meet standards for day care established by the Department of Social Services.

The State and CSEA support the continued development of on-site day care centers through the continuation of the Statewide Labor-Management Day Care Advisory Committee established and funded in December, 1981. The State shall appropriate funds to the Committee in the following amounts:

1982-83 \$200,000
1983-84 \$200,000
1984-85 \$200,000

Representatives of the joint State-CSEA Day Care Committee, to be established for the term of the Agreement, shall serve on the Statewide Advisory Committee.

**American Federation of Government Employees,
Local 12 and U.S. Department of Labor,
Washington, D. C.**

Article 34. Section 1. The parties agree that the Department shall provide and maintain a child care facility, including space, office equipment, playground equipment, supplies, telephones and maintenance services for the maximum number of children within the space currently used. All such equipment and services shall be for the duration of this Agreement.

Section 2. The parties agree that the management of the facility shall be undertaken by the Department of Labor Day Care Center, Inc., for the life of this Agreement. Each party shall designate one representative to serve on the Board of Directors of the Center, Inc.

Section 3. The facility is dedicated to serve the needs of the employees of the U.S. Department of Labor. Priority on admission shall be given to children of U.S.D.O.L. employees. Children whose parents are not employees of the Department may be admitted only when no child of an employee of the Department is available to fill an appropriate vacancy.

Section 4. Each parent member of any governing body of the Center, Inc., shall be allowed up to two (2) hours per month of administrative leave to attend meetings of that body. Each parent shall be allowed up to two (2) hours of administrative leave per month to attend meetings of the Center.

Section 5. If the use of appropriated funds is authorized by any source which could effect the (scope or activities) operation of the DOL Day Care Center, Inc., negotiations on this article may be reopened at the request of either party.

**The Newspaper Guild Convention Recommendations
on Collective Bargaining 1985**

(Reprinted from Employers and Child Care, p.59)

The Guild and the employer should agree on the establishment and administration of adequate employer financed child care centers. The employer should provide the necessary study funds for the Guild to determine the need for required supervision and care of children, including both preschoolers and those who need after school care. Cooperation with other unions in the establishment of child care centers is urged where appropriate. Employee-parent control and voluntary participation in such centers is basic to their establishment, which shall be an employer responsibility.

D. IN-KIND DONATIONS

CLUW Committee Draft

Recognizing the needs of workers for adequate child care and the Employer's limited ability to fund a child care facility, the Employer agrees to provide any or all of the following to any child care center providing services to 10 or more children of its employees:

1. All necessary furniture and equipment for the child care facility.
2. Professional and consulting services to the child care facility including legal service, accounting, personnel support and insurance advice and protection.
3. Use of a section of the employee cafeteria at mealtime by the child-care facility.
4. Use of the employee medical facility in case of illness of a child or a staff member of the child care facility.

The Employer also agrees to finance a training program annually, available at no cost, to any family day care provider serving at least one child of an employee.



IV. UTILIZING EVERYONE'S TALENTS

The Committee has come up with a final proposal to blend employer, union and one of our greatest assets, retirees.

CLUW Committee Draft

Utilizing Retired Union Members for Child Care Services

The Employer and Union, recognizing the needs of working parents and the untapped resources available among retired Union members, agree to establish child care services utilizing retirees. Such services will be coordinated by a Joint Union-Management-Retirees Committee. The Employer agrees to provide funding for any necessary training required for retirees and any required insurance.

Among the alternatives to be considered by the Joint Committee are:

- drop-in services on the Employer's premises for short term care of ill or unattended children;
- short-term emergency care services in the employee's home;
- information and referral service;
- infant care services.

RESOURCES

You may be able to obtain additional assistance from the following organizations:

California Child Care Resource and Referral Network
320 Judah Street
San Francisco, CA
(415) 661-1714

Child Care Law Center
625 Market Street, Suite 815
San Francisco, CA 94105
(415) 495-5498

Childrens Defense Fund
1520 New Hampshire Avenue
Washington, DC 20036
(202) 628-8787

Employees Benefits Research Institute
1920 N Street, NW
Washington, DC 20036
(202) 659-0670

Dana Friedman
Work and Family Information Center, The Conference
Board
845 Third Avenue
New York, NY 10022
(212) 759-0900

Gwen Morgan/Fran Rodgers
Work Family Directions
200 The Riverway
Boston, MA 02215
(617) 734-0001

National Council on Alternative Work Patterns
1925 K Street, NW
Washington, DC 20006
(202) 224-7387

Phyllis Silverman
Catalyst
250 Park Avenue South
New York, NY 10003
(212) 777-8900

Womens Bureau
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Work in America Institute
700 White Plains Road
Scarsdale, NY 10583
(914) 472-9600

For an overview of employer options in providing financial assistance for child care, see *Corporate Financial Assistance for Child Care* by Dana Friedman of the Work and Family Information Center; Conference Board Research Bulletin No. 177.

For a complete guide to employers, from the initial stages of investigating child care to the establishment of programs, see *Employer-Supported Child Care: Investing In Human Resources*, by Sandra L. Burud, Pamela R. Aschbacher and Jacquelyn McCroskey; Auburn House Publishing Company, 1984.

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International Brotherhood of Teamsters

International Ladies' Garment Workers Union

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New York Joint Board of the Amalgamated
Clothing and Textiles Workers

Office and Professional Employees
International Union

Service Employees International Union

The Newspaper Guild

United Automobile, Aerospace, and
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